

## **REMARKS**

### **Summary of the Office Action**

Claims 1-46 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,923,552 to Brown (“Brown”).

### **Summary of the Response to the Office Action**

Applicants have amended claims 1, 4, 5, 7-9, 13, 16, 19-21, 25, 29-31 and 44-46.

Applicants have canceled claims 2, 3, 6, 14, 15, 18, 28 and 35-43 without prejudice or disclaimer.

Claims 1, 4, 5, 7-13, 16, 17, 19-27, 29-34 and 44-46 are pending.

### **All Claims Define Allowable Subject Matter**

Claims 1-46 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Brown. Applicants have canceled claims 2, 3, 6, 14, 15, 18, 28 and 35-43, rendering the rejection of these claims moot. Applicants respectfully traverse the rejection under 35 U.S.C. § 103(a) of the pending claims. Applicants have amended claim 1 to provide a different recitation relating to Applicants’ invention. Claim 1 recites a combination including “a work control site for compulsorily and continuously controlling, instructing, and monitoring the progress of work at the plurality of work executing sites. Claims 13, 25 and 44-46 have been similarly amended.

In contrast, Brown is directed to a system that synchronizes product fabrication schedules with supplier schedules. Restrictive links are established between the fabrication schedule and the supplier schedules. Each restrictive link defines the supplier that will perform a work stage, and can also define the starting and ending times for both fabrication and supplier schedules. Float time preceding a selected activity starting time is assigned and utilized to absorb delays in completing activities preceding the selected activity. (See Abstract of Brown).

By way of example, at col. 4, lines 3-18, Brown describes that for each individual house being fabricated by a home builder, the home builder typically will develop a fabrication schedule which includes a sequential listing of all activities or work stages related to the

completion and sale of the house. Work stages may include grading the lot upon which a house is to be built, digging the foundation, pouring the footings upon which the house rests, framing the structure, placing a roof over the framing, covering the framing with sheathing, laying up brick veneer, and finishing the inside of the house. Each of these work stages will typically be assigned starting times and will be sequentially arranged so that the house is built in the shortest amount of time.

Each contract between the home builder and a supplier of labor/materials typically includes a time of performance on the part of the supplier. That is, each contract will restrictively link the supplier's schedule of performance to the home builder's schedule for a particular house. Col. 4, lines 24-28.

A computer network system for synchronizing the fabrication schedule with the plurality of supplier schedules, is a dynamic system wherein schedule changes made by a network member ripple down to all network members and are automatically integrated within the schedule of each respective network member as appropriate. For example, if rain delays the framing of a house, the lumber yard's delivery schedule will be updated automatically to deliver lumber on a new date specified in the home builder's schedule. Col. 5, lines 15-25.

Thus, Brown is merely directed to a system for integrating the schedules of a fabricator and suppliers. Brown explicitly endeavor's to leave the independence and management of the suppliers intact. See, for example, col. 3, lines 43-45, which describes "[t]he present invention leaves the independence and management of individual business entities intact." See also, col. 2, line 66- col. 3, line 1, which describes "[t]he present invention enhances the flow of information among businesses without disrupting the autonomy of each business." Thus, Applicants' respectfully submit that Brown clearly teaches away from "a work control site for compulsorily and continuously controlling, instructing, and monitoring the progress of work at the plurality of work executing sites," as recited in claim 1.

Moreover, Applicants have amended claim 1 to include features previously recited in claims 2, 3, 5 and 6, Applicants have amended claim 13 to include features previously recited in claims 14, 15, 17 and 18, and Applicants have amended claim 25 to include features previously recited in claims 27 and 28.

In this regard, Applicants respectfully submit that the present invention relates to a system which enables both instruction and monitoring of work information “compulsorily and continuously.” The system can be operated on web pages through the Internet:

(i) by referring, for the program on the web pages, to a database in the work control site at a constant interval through communication lines, in the work executing sites,

(ii) by informing, when a notification occurs, the notification on the web page by a signal which makes the mode of expression of the text relating to the notification a mode of expression different from its surroundings, or

(iii) by emitting a sound or having the mobile phone speaker section or other unit vibrate, so that when there is a notification, that notification is forcibly made to the work executing site and the work executing site is made to notice that notification.

In contrast, Brown discloses a system which should operate in a network which should not exist on the Internet.

At page 5, paragraph 3, the Office Action contends that “Brown does not teach where the locations . . . that is worldwide.” However, it can be said that any users do not always browse, in the network on the Internet, the related application pages, unlike the network which does not exist on the Internet. This means that the control system in the above network must have the users browse compulsorily, at any time, which is a problem peculiar to the network on the Internet.

The present invention deals with the above problem peculiar to the network on the Internet, while Brown has nothing to do with such problem. Therefore, Brown is basically different from the present invention.

Taking note of the “Response to Arguments,” on page 2 of the Office Action, it should be understood that the network on the Internet cannot execute for the CPM “compulsorily” the operations of synchronizing the member’s schedules, transferring the critical path to the users automatically and immediately and make the users correct the schedules again with the user’s agreement. To be more specific, it has long been impossible to make the user “compulsorily” achieve a “confirmation” on the network of the Internet.

Further, at page 3, lines 13-15, the Office Action contends that “Because Brown teaches a constant update . . . the term ‘continuous’.” The interpretation of the term “continuous” means,

in the Internet, to virtually create a state in which the browsing to the related application pages is performed at any time. In other words, the interpretation of the term “continuous” can be said as a function or mechanism enabling an immediate and quick startup of the related application pages at any time if it is required. The present invention can realize this function of “continuous” on the Internet, but Brown cannot.

Claims 4, 5 and 7-12 depend from claim 1, claims 16, 17 and 19-24 depend from claim 13, and claims 26, 27 and 29-34 depend from claim 25. The dependent claims recite the same combination of allowable features recited in the respective independent claims, as well as additional features that define over the prior art. Accordingly, it is requested that the rejection under 35 U.S.C. § 103(a), of the pending claims, be withdrawn, and the claims allowed.

**CONCLUSION**

In view of the foregoing, Applicants submit that the pending claims are in condition for allowance, and respectfully request reconsideration and timely allowance of the pending claims. Should the Examiner feel that there are any issues outstanding after consideration of this response, the Examiner is invited to contact Applicants' undersigned representative to expedite prosecution. A favorable action is awaited.

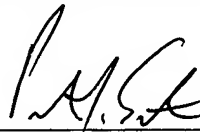
**EXCEPT** for issue fees payable under 37 C.F.R. § 1.18, the Commissioner is hereby authorized by this paper to charge any additional fees during the entire pendency of this application including fees due under 37 C.F.R. § 1.16 and 1.17 which may be required, including any required extension of time fees, or credit any overpayment to Deposit Account No. 50-0573. This paragraph is intended to be a **CONSTRUCTIVE PETITION FOR EXTENSION OF TIME** in accordance with 37 C.F.R. § 1.136(a)(3).

Respectfully submitted,

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